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February 13, 2017

Via ECF

The Honorable P. Kevin Castel

United States District Court for the Southern District of New York

United States Courthouse

500 Pearl St., Courtroom 11D

New York, NY 10007-1312

Re: Zunzorovski v. Jacaranda Club, LLC et al., Case No. 16-cv-10038 (PKC)

Dear Judge Castel:

We write on behalf of all parties in the referenced action (the "Action") in response to the Court's February 10, 2017 order denying the parties' application for a stay of the Action and all upcoming deadlines. We write to provide additional detail and discussion related to the parties' request to stay.

In July 2010 plaintiff, Alexander Zunzorovski ("Plaintiff"), entered into an agreement to arbitrate all claims in connection with his employment with Jacaranda Club, LLC d/b/a Sapphire ("Agreement"), which Agreement covers all claims asserted in the Action.

Following the commencement of the Action, the undersigned presented the Agreement to Plaintiff's counsel. Rather than requiring that Defendants make a motion to dismiss and or stay and compel arbitration pursuant to the Federal Arbitration Act, Plaintiff's counsel advised that Plaintiff would consent to the Court staying the Action while the parties proceeded in arbitration. The procedure in this Circuit following a court's granting of a motion to compel arbitration is generally to stay the proceedings, rather than dismiss. *See Katz v. Cellco P'ship*, 794 F.3d 341, 345, 346 (2d Cir.), *cert. denied*, 136 S. Ct. 596, 193 L. Ed. 2d 471 (2015). Therefore, the parties hereby respectfully request that the Court stay the Action and all upcoming deadlines while the parties proceed in arbitration.

Respectfully submitted,


Howard Davis

cc: Counsel of record (via ECF)